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Per local Rule, This case is assigned to  
Judge Devine, John P, for all purposes.

**Attorneys for Plaintiff MHF Holding Vier GmbH & Co. KG**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

MHF HOLDING VIER GMBH & CO. KG, a  
German limited partnership;

Plaintiff,

vs.

KAILA MWALE, an individual, JULIUS  
MWALE, an individual, and DOES 1 through  
10, inclusive;

Defendants.

Case No.: N24-2030

**COMPLAINT FOR:**

**1. UNLAWFUL DETAINER PURSUANT  
TO CALIFORNIA CODE OF CIVIL  
PROCEDURE § 1161(2); AND  
2. UNLAWFUL DETAINER PURSUANT  
TO CALIFORNIA CODE OF CIVIL  
PROCEDURE § 1161(3).**

Plaintiff MHF HOLDING VIER GMBH & CO. KG ("Plaintiff"), file this Complaint  
against Defendant Kaila Mwale, and individual and Defendant Julius Mwale, an individual, and  
Does 1 through 10, inclusive, and alleges herein as follows:

1. Plaintiff is a limited partnership authorized to do business in the State of California.  
2. Defendants KAILA MWALE, an individual; JULIUS MWALE, an individual;  
and Does 1 through 10, inclusive (collectively, "Defendants"), are in possession of the residential  
rental premises commonly known as 10 Serenity Lane, Alamo, CA 94507 (the "Property"), which  
is located within this judicial district.

COMPLAINT FOR: 1. UNLAWFUL DETAINER PURSUANT TO CALIFORNIA CODE OF CIVIL  
PROCEDURE § 1161(2); AND 2. UNLAWFUL DETAINER PURSUANT TO CALIFORNIA CODE OF CIVIL  
PROCEDURE § 1161(3). - 1

3. Plaintiff's real interest in the Property is as owner.

4. The true names and capacities of Defendants sued herein as DOES 1 through 10 are presently unknown to Plaintiff. Plaintiff will amend this Complaint to allege their true identities when the same is ascertained.

5. Plaintiff, which was formerly trading as Elleke Holding Vier GmbH & Co. KG, rented the Property to Defendants for residential use by a written rental agreement in October 2021 (the "Lease Agreement"). A true and correct copy of the Lease Agreement is attached hereto as **Exhibit A** and is incorporated herein by reference.

6. Pursuant to Section 3 of the Lease Agreement, the rent for the Property was \$35,000.00 per month at the time the Lease was executed.

7. Pursuant to the terms of the Lease and the lawful increases, the rent is currently \$37,500.00 per month.

8. Pursuant to the terms of the Lease Agreement, Defendants agreed to pay a late fee in the amount of \$1,750.00 in the event that rent is not paid by the first (1st) day of the month.

9. Pursuant to Addendum 1 of the Lease Agreement, Defendants agreed to reimburse Plaintiff \$10,000.00 per month for the grounds keeping costs at the Property.

10. Pursuant to Addendum 2 of the Lease Agreement, Defendants agreed to pay \$4,500.00 per month in order to rent two luxury cars from Plaintiff.

11. Plaintiff has fully complied with all terms of the Lease Agreement.

12. The Property is exempt from the California Tenant Protection Act of 2019.

13. The fair rental value of the Property is \$1,250.00 per day and damages to Plaintiff caused by Defendants' unlawful detainer of the Property will accrue at that rate.

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**FIRST CAUSE OF ACTION  
UNLAWFUL DETAINER PURSUANT TO CALIFORNIA CODE OF CIVIL  
PROCEDURE § 1161(2)  
(Against All Defendants)**

14. Plaintiff incorporates paragraphs 1 through 13 above as through set forth in full herein.

15. At all times relevant to this Action, Defendants were required to pay Plaintiff the sum of \$37,500.00 each month as and for the rental of the Property.

16. Said sum becomes payable each month in full as of the first day of each month.

17. By the terms of the Lease Agreement, Defendants agreed to pay a late fee in the amount of \$1,750.00 in the event that rent is not paid by the first (1st) day of the month.

18. Defendants have not paid rent for the month of October 2024 on time and in full, with \$35,700.00 being the total due and unpaid as of this date.

19. As such, Defendants have not complied with the payment provisions of the Lease Agreement.

20. This constitutes an “at-fault just cause” reason for eviction under the California Tenant Protection Act of 2019.

21. Defendants were served with a Three-Day Notice to Pay or Quit. The Three-Day Notice to Pay or Quit was served on Defendants on October 2, 2024. The facts of the Three-Day Notice to Pay or Quit are true. The period stated in the Three-Day Notice to Pay or Quit expired on October 7, 2024, and Defendants failed to comply with the requirements of the Three-Day Notice to Pay or Quit by that date. The Three-Day Notice to Pay or Quit contained an election of forfeiture. A true and correct copy of the Three-Day Notice to Pay or Quit and the proofs of service are attached here to as **Exhibit B** and is incorporated herein by reference.

1           22. Defendants continue to occupy the Property, and have thus committed, and are  
2 committing an unlawful detainer.

3           23. Plaintiff is therefore entitled to immediate possession of the Property.

4                                   **SECOND CAUSE OF ACTION**  
5                                   **UNLAWFUL DETAINER PURSUANT TO CALIFORNIA CODE OF CIVIL**  
6                                   **PROCEDURE § 1161(3)**  
7                                   **(Against All Defendants)**

8           24. Plaintiff incorporates paragraphs 1 through 23 above as through set forth in full  
9 herein.

10           25. By the terms of Addendum 1 of the Lease Agreement, Defendants agreed to  
11 reimburse Plaintiff \$10,000.00 per month for the grounds keeping costs at the Property.

12           26. By the terms of Addendum 2 of the Lease Agreement, Defendants agreed to pay  
13 \$4,500.00 per month in order to rent two luxury cars from Plaintiff.

14           27. Defendants have not reimbursed Plaintiff for the grounds keeping costs at the  
15 Property for the months of July 2024, August 2024, and September 2024 on time and in full, with  
16 \$30,000.00 being the total due and unpaid as of this date.

17           28. Defendants have not paid rent for the two cars for the month of October 2024 on  
18 time and in full, with \$4,500.00 being the total due and unpaid as of this date.

19           29. As such, Defendants have not complied with the provisions of Addendum 1 and  
20 Addendum 2 of the Lease Agreement.

21           30. This constitutes an “at-fault just cause” reason for eviction under the California  
22 Tenant Protection Act of 2019.

23           31. Defendants were served with a Three-Day Notice to Cure or Quit. The Three-Day  
24 Notice to Cure or Quit was served on Defendants on October 2, 2024. The facts of the Three-Day  
Notice to Cure or Quit are true. The period stated in the Three-Day Notice to Cure or Quit expired

1 on October 7, 2024, and Defendants failed to comply with the requirements of the Three-Day  
2 Notice to Cure or Quit by that date. The Three-Day Notice to Cure or Quit contained an election  
3 of forfeiture. A true and correct copy of the Three-Day Notice to Cure or Quit and the proofs of  
4 service are attached here to as **Exhibit C** and is incorporated herein by reference.

5 32. Defendants continue to occupy the Property, and have thus committed, and are  
6 committing an unlawful detainer.

7 33. Plaintiff is therefore entitled to immediate possession of the Property.

8 **WHEREFORE**, Plaintiff prays for judgment against Defendants for the first and second  
9 cause for action for unlawful detainer as follows:

- 10 1. Possession of the Property;
- 11 2. Forfeiture of the Lease Agreement and leasehold of Defendants;
- 12 3. Unpaid rent in the total sum of \$35,700.00;
- 13 4. For damages at the rate of \$1,250.00 per day from November 1, 2024 for each day  
14 through entry of judgment;
- 15 5. For \$30,000.00 pursuant to Addendum 1 of the Lease Agreement;
- 16 6. For \$4,500.00 pursuant to Addendum 2 of the Lease Agreement;
- 17 7. For attorneys' fees pursuant to Section 36 of the Lease Agreement;
- 18 8. For costs of suit herein; and
- 19 9. For any other relief that the Court deems just and proper.

20 Dated: November 1, 2024

\_\_\_\_\_  
21 /s/Luke Garvey

22 Luke Garvey  
COLLA & RAY LLP  
Attorneys for Plaintiff

1                                   **VERIFICATION OF UNLAWFUL DETAINER COMPLAINT**

2   I, Ralf Bachfischer, do declare as follows:

3           1.       I am the managing director of MHF Vermögensverwaltung zweiundzwanzig  
4   GmbH, the general partner of MHF Holding Vier GmbH & Co. KG, the Plaintiff in the within  
5   action. MHF Holding Vier GmbH & Co. KG has been at all relevant times, the property owner  
6   of the real property subject to this action, being that property located at 10 Serenity Lane, Alamo,  
7   CA 94507. I have read the foregoing “Complaint for Unlawful Detainer” (the “Complaint”) and  
8   I know the contents thereof.

9           2.       The Complaint is true of my knowledge, except as to those matters that are therein  
10   stated on my information and belief, and, as to those matters, I believe them to be true.

11           I declare under penalty of perjury under the laws of the State of California that the  
12   foregoing is true and correct.

13           Executed on 11/4/2024, at Berlin.

14  
15                                   

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16                                   Ralf Bachfischer  
17                                   Managing Director of MHF Vermögensverwaltung  
18                                   zweiundzwanzig GmbH  
19  
20  
21  
22  
23  
24

# Exhibit A



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 12/19)

Date 10/22/2021, Elleke Holding Vier GmbH & Co. KG ("Landlord") and Kaila Mwale, Julius Mwale ("Tenant") agree as follows ("Agreement"):

## 1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 10 Serenity Ln, Alamo, CA 94507-2887 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Kaila Mwale, Julius Mwale, their children & staff.
- C. The following personal property, maintained pursuant to paragraph 11, is included: refrigerator x 2, dishwasher x 4, washer/dryer x 3, stove/range or ☐ (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent control ordinance \_\_\_\_\_.

2. **TERM:** The term begins on (date) November 15, 2021 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- ☒ B. **Lease:** This Agreement shall terminate on (date) November 14, 2022 at 5:00 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$35,000.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or ☐ day) of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
- D. **PAYMENT:** (1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to \_\_\_\_\_, ☒ wire/electronic transfer, or ☐ other \_\_\_\_\_.  
(2) Rent shall be delivered to (name) Vesta Asset Management, Inc at www.vesta-assetmanagement.com (whose phone number is) (415)360-9292 at (address) 5214F Diamond Heights Blvd, #234, San Francisco, CA, 94131, (or at any other location subsequently specified by Landlord in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days \_\_\_\_\_).  
(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☐ cashier's check.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

## 4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$70,000.00 as a security deposit. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials

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Landlord's Initials



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 8)

Vesta Asset Management, 5214F Diamond Heights Blvd, #234 San Francisco, CA 94131  
Paula Griffiths

Phone: 415.994.3033

Fax:

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10 Serenity Ln



Premises: **10 Serenity Ln, Alamo, CA 94507-2887**Date: **10/22/2021**

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, or ☐ cashier's check, ☒ wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <b>11/15/2021</b> to <b>11/30/2021</b> (date)	<b>\$18,666.72</b>		<b>\$18,666.72</b>	<b>10/29/2021</b>	<b>Vesta Asset Management</b>
*Security Deposit	<b>\$70,000.00</b>		<b>\$70,000.00</b>	<b>10/29/2021</b>	<b>Vesta Asset Management</b>
Other <b>12/1/21-12/31/21</b>	<b>\$35,000.00</b>		<b>\$35,000.00</b>	<b>10/29/2021</b>	<b>Vesta Asset Management</b>
Other					
Total	<b>\$123,666.72</b>		<b>\$123,666.72</b>		

\*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5** (or ☐ **3**) **calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$\_\_\_\_\_ or **5.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

- ☒ A. Parking is permitted as follows: **Onsite 4 car garage and 20 car barn**

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$\_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

- OR ☐ B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

- ☒ A. Storage is permitted as follows: **Onsite storage areas**

The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$\_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR ☐ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: **see addendum** except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- ☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- ☐ B. **Gas Meter:** The Premises does not have a separate gas meter.
- ☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- ☐ A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- ☒ B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- ☐ C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date.  
(ii) Tenant shall complete and return the MIMO to Landlord within **3** (or ☐ \_\_\_\_\_) **days** after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials

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Landlord's Initials

(**RB**)



Premises: 10 Serenity Ln, Alamo, CA 94507-2887Date: 10/22/2021

☐ D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or ☐ )** days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.

☐ E. Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☒ Landlord ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: see addendum

C. ☐ Landlord ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

D. ☐ Landlord ☐ Tenant shall maintain \_\_\_\_\_

E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.

I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. PETS:** Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, ☐ except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

**14. SMOKING:**

A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: \_\_\_\_\_

**15. RULES/REGULATIONS:**

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

☐ 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

**16. ☐ (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.

Tenant's Initials (Signature)Landlord's Initials (Signature)

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**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 3 OF 8)**

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10 Serenity Ln



Premises: **10 Serenity Ln, Alamo, CA 94507-2887**Date: **10/22/2021**

- B.** If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

**C. (Check one)**

- ☐ 1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_.

**OR** ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

- 17. ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

**18. KEYS; LOCKS:**

- A.** Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☒ **11/15/21**):  
☒ **2** key(s) to Premises, ☐ remote control device(s) for garage door/gate opener(s),  
☐ key(s) to mailbox, \_\_\_\_\_,  
☐ key(s) to common area(s), \_\_\_\_\_.
- B.** Tenant acknowledges that locks to the Premises ☐ have, ☐ have not, been re-keyed.
- C.** If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

**19. ENTRY:**

- A.** Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.
- B.** Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.
- C.** ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

**20. PHOTOGRAPHS AND INTERNET ADVERTISING:**

- A.** In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.
- B.** Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

**21. SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

- 22. ASSIGNMENT; SUBLETTING:** **A.** Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. **B.** This prohibition also applies ( ☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. **C.** Any violation of this prohibition is a non-curable, material breach of this Agreement.

- 23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

- A.** (1) Tenant <sup>DS</sup>is not in possession of the Premises. If Landlord is unable to deliver possession of <sup>DS</sup>Premises on Commencement

Tenant's Initials

Landlord's Initials

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**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 8)**

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10 Serenity Ln



Premises: **10 Serenity Ln, Alamo, CA 94507-2887**Date: **10/22/2021**

Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5 (or ☐ ) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. ☐ Tenant is already in possession of the Premises.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:** A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. ☒ Tenant shall obtain liability insurance, in an amount not less than \$1,000,000.00, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☒ Portable Dishwasher ☒ Portable Washing Machine.

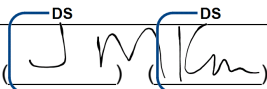
**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32 NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

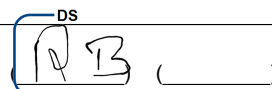
Landlord: 5214F Diamond Heights Blvd #234, San Francisco, CA

Tenant: 10 Serenity Lane, Alamo, 94507

Tenant's Initials

DS  


Landlord's Initials

DS  


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**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 5 OF 8)**





Premises: **10 Serenity Ln, Alamo, CA 94507-2887**Date: **10/22/2021**

**33. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**34. REPRESENTATION**

**A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

**B. LANDLORD REPRESENTATIONS:** Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

**35. MEDIATION:**

- A.** Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B.** The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

**36. ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$\_\_\_\_\_), except as provided in paragraph 35A.

**37. C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

**38. STATUTORY DISCLOSURES:**

- A. ☒ LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**
- ☐ Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
  - ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.
- C. ☐ METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- D. BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.
- E. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- F. ☐ RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- G. ☐ MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- H. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

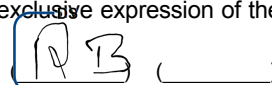
**39. SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in Sections 3951 and 3955 of the Act.

**40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement

Tenant's Initials



Landlord's Initials



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**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 8)**

Premises: **10 Serenity Ln, Alamo, CA 94507-2887**Date: **10/22/2021**

with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**41. AGENCY:****A. CONFIRMATION:** The following agency relationship(s) are confirmed for this transaction:Landlord's Brokerage Firm **Vesta Asset Management** License Number **BRE #01869443**Is the broker of (check one): ☒ the Landlord; or ☐ both the Tenant and Landlord. (Dual Agent).Landlord's Agent **Paul Griffiths** License Number **BRE #01869443**Is (check one): ☒ the Landlord's Agent. (salesperson or broker associate) ☐ both the Tenant's and Landlord's Agent. (Dual Agent)Tenant's Brokerage Firm \_\_\_\_\_ License Number **BRE #01869443**Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Landlord. (Dual Agent)Tenant's Agent **Paul Griffiths** License Number **BRE #01869443**Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate) ☐ both the Tenant's and Landlord's Agent. (Dual Agent)**B. DISCLOSURE:** ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.**42. ☐ TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.**43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.**44. OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).**45. RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.**46. OTHER TERMS AND CONDITIONS:** If checked, the following ATTACHED documents are incorporated in this Agreement:☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☒ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);☒ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Landlord in Default Addendum (C.A.R. Form LID)☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

Other: \_\_\_\_\_

**47. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 50 or 51 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**48. ☐ INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).**49.** The Premises is being managed by Owner, (or, if checked):☐ Listing firm in box below ☐ Leasing firm in box below ☒ Property Management firm immediately belowReal Estate Broker (Property Manager) **Vesta Asset Management** DRE Lic # **BRE #01869443**By (Agent) **Paul Griffiths** DRE Lic # **BRE #01869443**Address **www.vesta-assetmanagement.com** Telephone # **(415)360-9292**Tenant's Initials Landlord's Initials 

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**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 8)**

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10 Serenity Ln



Premises: **10 Serenity Ln, Alamo, CA 94507-2887**Date: **10/22/2021****50. Tenant agrees to rent the Premises on the above terms and conditions.**

☐ One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant *Kaila Mwale* Date 11/1/2021

Print Name Kaila Mwale

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant *Julius Mwale* Date 11/1/2021

Print Name Julius Mwale

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**51. Landlord (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.**

☐ One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord *Elleke Holding Vier GmbH & Co. KG* Date 11/1/2021 Landlord \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

**A.** Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

**B.** Agency relationships are confirmed in paragraph 41.

**C. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) *Paul Griffiths* DRE Lic. # BRE #01869443

By (Agent) 12E0D9DCE3E84C6... Paul Griffiths DRE Lic. # BRE #01869443 Date \_\_\_\_\_

Address 5214F Diamond Heights Blvd, #234 City San Francisco State CA Zip 94131

Telephone (415)360-9292 Fax \_\_\_\_\_ E-mail paul@vesta-assetmanagement.com

Real Estate Broker (Listing Firm) Vesta Asset Management DRE Lic. # BRE #01869443

By (Agent) Paul Griffiths DRE Lic. # BRE #01869443 Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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525 South Virgil Avenue, Los Angeles, California 90020



LR REVISED 12/19 (PAGE 8 OF 8)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 8 OF 8)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

10 Serenity Ln



## BED BUG DISCLOSURE

(C.A.R. Form BBD, Revised 12/18)  
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated October 22, 2021, on property known as 10 Serenity Ln, Alamo, CA 94507-2887

in which Kaila Mwale, Julius Mwale is referred to as ("Tenant")  
and Elleke Holding Vier GmbH & Co. KG is referred to as ("Landlord").

### INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
  - # Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - # Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - # Very heavily infested areas may have a characteristically sweet odor.
  - # Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date <u>11/1/2021</u>	Date <u>11/1/2021</u>
DocuSigned by:	DocuSigned by:
Tenant <u>Kaila Mwale</u>	Landlord <u>Elleke Holding Vier GmbH &amp; Co. KG</u>
Tenant <u>Julius Mwale</u>	Landlord

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BBD REVISED 12/18 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

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Paula Griffiths

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10 Serenity Ln





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), ☒ Residential Lease After Sale, ☐ Other \_\_\_\_\_, dated October 22, 2021, on property known as 10 Serenity Ln, Alamo, CA 94507-2887, in which Kaila Mwale, Julius Mwale is referred to as ("Tenant") and Elleke Holding Vier GmbH & Co. KG is referred to as ("Landlord").

### INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

☐ The Property is located in a special flood hazard area or an area of potential flooding.

Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
  - B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
  - C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
  - D. The owner currently carries flood insurance.
2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).
3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 11/1/2021 11/1/2021  
 DocuSigned by:  
 Tenant Kaila Mwale  
 Tenant Julius Mwale

Date 11/1/2021  
 DocuSigned by:  
 Landlord Elleke Holding Vier GmbH & Co. KG  
 Landlord

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TFHD REVISED 12/18 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)

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10 Serenity Ln





## RENT CAP AND JUST CAUSE ADDENDUM

(NOTE: STATE OR LOCAL COVID-19 LAWS MAY LIMIT THE AVAILABILITY OF CERTAIN EXEMPTIONS. CHECK WITH LEGAL COUNSEL BEFORE PROCEEDING.)  
(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 10/22/2021 on property known as 10 Serenity Ln, Alamo, CA 94507-2887 in which Kaila Mwale, Julius Mwale is referred to as "Tenant" and Elleke Holding Vier GmbH & Co. KG is referred to as "Landlord".

### I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs Tenant of the following:

**California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.**

### II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS\*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

### III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS\*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

### IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

### V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

#### 1. "At-Fault" Reasons:

- A. Default in payment of rent.

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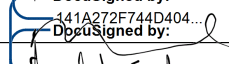


RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

- B. Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.
2. **"No-fault" Reasons:**
- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.
3. **Just Cause Notices:**
- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

**\*NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant		<b>Kaila Mwale</b>	Date	11/1/2021
Tenant		<b>Julius Mwale</b>	Date	11/1/2021
Landlord		<b>Elleke Holding Vier GmbH &amp; Co. KG</b>	Date	11/1/2021
Landlord			Date	

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# FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Real estate licensees
  - Mobilehome parks
  - Insurance companies
  - Landlords
  - Real estate brokerage firms
  - Homeowners Associations ("HOAs");
  - Government housing services
  - Sublessors
  - Property managers
  - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FHDA 10/20 (PAGE 1 OF 2)

FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

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Paula Griffiths

Phone: 415.994.3033 Fax:  
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- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
  - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
  - (ii) Charging that person higher rent or increased security deposit, or
  - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

#### 10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

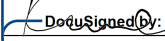
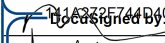

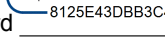
#### 11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

#### 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant		<b>Kaila Mwale</b>	Date	11/1/2021
Buyer/Tenant		<b>Julius Mwale</b>	Date	11/1/2021
Seller/Landlord		<b>Elleke Holding Vier GmbH &amp; Co. KG</b>	Date	11/1/2021
Seller/Landlord			Date	

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525 South Virgil Avenue, Los Angeles, California 90020







CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. **1**

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Purchase Agreement, ☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other \_\_\_\_\_,

dated **October 29, 2021**, on property known as **10 Serenity Ln**  
**Alamo, CA 94507-2887**

in which **Kaila Mwale, Julius Mwale** is referred to as ("Buyer/Tenant")  
and **Elleke Holding Vier GmbH & Co. KG** is referred to as ("Seller/Landlord").

**Tenants and owner agree that tenants will reimburse owner flat rate of \$10,000/month for grounds keeping gross costs**

**Tenants and owner agree that owner is responsible to pay for all pool maintenance for the duration of tenancy**

**Tenants and owner agree that owners will reimburse tenants \$1,800/month towards water used on the property. This figure based on the previous years water consumption while the property was vacant.**

**(The full water consumption for 2020 was USD \$38,679/year. Per month: \$3,223 and 50% of this figure is: \$1,612/month. Owners agree to pay a credit for the water of \$1,800/month, equalling: \$21,600/year)**

**Tenants and owner agree that the current onsite groundskeeper will be relocated offsite at the cost of the owner**

**Furniture inventory will provided on separate form for items remaining in the house for tenant use. Any furniture that is not used by the tenants is to be stored on the property.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date **11/1/2021** **11/1/2021**  
DocuSigned by: \_\_\_\_\_

Buyer/Tenant **Kaila Mwale**

Buyer/Tenant **Julius Mwale**

Date **11/1/2021**  
DocuSigned by: \_\_\_\_\_

Seller/Landlord **Elleke Holding Vier GmbH & Co. KG**

Seller/Landlord \_\_\_\_\_

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Vesta Asset Management, 5214F Diamond Heights Blvd, #234 San Francisco, CA 94131  
Paula Griffiths

Phone: 415.994.3033 Fax: \_\_\_\_\_  
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com



10 Serenity Ln



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. **2**

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Purchase Agreement, ☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other \_\_\_\_\_,

dated **December 12, 2021**, on property known as **10 Serenity Ln**  
**Alamo, CA 94507-2887**

in which **Kaila Mwale, Julius Mwale** is referred to as ("Buyer/Tenant")  
and **MHF Holding Vier GmbH & Co.KG** is referred to as ("Seller/Landlord").

**Owner and tenant agree the below conditions and terms:**

**Owner agrees to rent to the tenant 2 cars, a Bentley & Mercedes AMG for the period of 12/13/21-12/12/22.**

**The cost sharing for both cars usage is USD 4.500 / month.**

**Both cars are collector cars and should be treated accordingly, with care and proactive maintenance. Owner appreciates to get them back in same conditions as handed over. The cars are registered and should be only driven by Kaila & Julius Mwale, and Jesus Solorzano if needed. Any 'no fault' damage caused by an accident or incident while in the care of Kaila and Julius, meaning they (or their workers who will not drive the vehicles, or their children) were not the source or cause of the damage, will be covered by the insurance policy covering the vehicles as Kaila and Julius are listed as additional drivers.'**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Buyer/Tenant **12/12/2021**

**Kaila Mwale**

Buyer/Tenant **12/12/2021**

**Julius Mwale**

Date \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Seller/Landlord **12/12/2021**

**MHF Holding Vier GmbH & Co.KG**

Seller/Landlord \_\_\_\_\_

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Vesta Asset Management, 5214F Diamond Heights Blvd, #234 San Francisco, CA 94131  
Paula Griffiths

Phone: 415.994.3033 Fax: \_\_\_\_\_  
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com



10 Serenity Ln

## **AMENDMENT TO RESIDENTIAL LEASE**

This Amendment to Residential Lease ("Amendment") is dated September 2nd, 2022 (the "Execution Date"), and is made by and between MHF Holding Vier GmbH & Co. KG, formerly trading as Elleke Holding Vier GmbH & Co. KG ("Owner") and Kaila Mwale and Julius Mwale (collectively, "Tenant"). Owner and Tenant are parties to that certain residential lease executed on November 1, 2021 (the "Residential Lease"), for lease of the real property situated at 10 Serenity Ln., Alamo, CA 94507-2887 (the "Property").

Owner and Tenant are executing concurrently herewith a Real Estate Purchase Agreement for California dated September 2nd, 2022 (the "Serenity Lane Purchase Agreement") providing for Tenant's purchase of the Property within five (5) years subject to the terms stated therein. The terms of the Serenity Lane Purchase Agreement are incorporated into this Amendment by reference, and to the extent that any terms of this Amendment conflict with the terms of the Serenity Lane Purchase Agreement the terms of the Serenity Lane Purchase Agreement control.

Owner and Tenant hereby agree to modification of the Residential Lease as follows:

1. Owner and Tenant hereby agree that the term of the Residential Lease shall be extended until the sale of the Property is completed, or the Serenity Lane Purchase Agreement is terminated for default or otherwise, whichever is earlier.
2. Owner and Tenant agree that beginning on the lease renewal date of November 1, 2022, and continuing for the term of the Residential Lease, the monthly rental fee shall be increased to thirty-seven thousand five hundred dollars (\$37,500.00); this, and all rents paid after the execution of this document, shall be credited towards the purchase price of the property price of the property upon closing.
3. Beginning on the lease renewal date of November 1, 2022, and continuing for the term of the Residential Lease, all notices sent in connection with the Residential Lease, and all payments due under the Residential Lease, shall be delivered:




**To the Tenant at:**

Name: Kaila Mwale  
Address: 10 Serenity Ln, Alamo, CA  
94507  
Telephone:  
Email:

Name: Julius Mwale  
Address: 10 Serenity Ln, Alamo, CA  
94507  
Telephone:  
Email

**To the Owner at:**


Name: MHF Holding Vier GmbH &  
Co. KG Address: 10 Serenity Ln,  
Alamo, CA 94507, USA  
Telephone:  
Email:

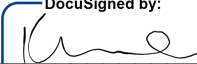
Initial of Seller  and Buyer  



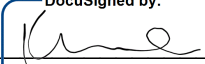
4. All terms and conditions of the Residential Lease that are not modified or superseded by the provisions of this Amendment or the Serenity Lane Purchase Agreement remain the same.

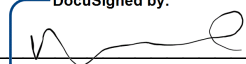
**EXECUTED by Kaila Mwale on the 5<sup>th</sup> day of September, 2022.**

DocuSigned by:  
  
Witness 2ED3F9822DB5411...

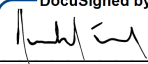
DocuSigned by:  
  
Kaila Mwale 141A272F744D404...

**EXECUTED by Julius Mwale on the 6<sup>th</sup> day of September, 2022.**

DocuSigned by:  
  
Witness 141A272F744D404...


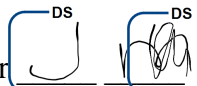
DocuSigned by:  
  
Julius Mwale 2ED3F9822DB5411...

**EXECUTED by MHF Holding Vier GmbH & Co. KG, formerly trading as Elleke Holding Vier GmbH & Co. KG, on the 3<sup>rd</sup> day of September, 2022.**

DocuSigned by:  
  
Witness 8125E43DBB3C448...

DocuSigned by:  
  
MHF Holding Vier GmbH & Co. KG, formerly trading as Elleke Holding Vier GmbH & Co. KG

13012637.1 104566.00001

Initial of Seller  and Buyer 

# **Exhibit B**

**THREE-DAY NOTICE  
TO PAY RENT OR QUIT**



**October 2, 2024**

Kaila Mwale  
Julius Mwale  
10 Serenity Lane  
Alamo, CA 94507

**Re: 10 Serenity Lane, Alamo, CA 94507  
Three-Day Notice to Pay Rent or Quit**

Dear Kaila Mwale, Julius Mwale, and any other person or entity in possession of or who claims any right of possession of the following premises:

**10 Serenity Lane, Alamo, CA 94507**

I am contacting you on behalf of the property owners (“Landlord”) of 10 Serenity Lane, Alamo, CA 94507 (the “Premises”).

**PLEASE TAKE NOTICE** that rent payments for the Premises occupied by you, in the amount of \$35,700.00, are now due and payable. The amount owing represents payments due for the following periods:

October 2024:                \$35,700.00 (\$37,500.00 rent less \$1,800.00 water bill credit)

**YOU ARE HEREBY REQUIRED TO PAY THIS AMOUNT IN FULL** within three (3) days, not including Saturdays, Sundays, or other judicial holidays, after service of this Notice upon you, or **QUIT AND DELIVER POSSESSION OF THE PREMISES.**

This 3-Day Notice (this “Notice”) follows your failure to pay rent in full for the period of October 2024. This constitutes an “at-fault just cause” reason for eviction under California Code of Civil Procedure section 1946.2. The total amount of rent now due and owing and stated in this notice must be paid to MHF Holding Vier GmbH & Co. KG via electronic funds transfer through Landlord’s property manager’s rent payment portal located at [www.vesta-assetmanagement.com](http://www.vesta-assetmanagement.com), which electronic fund transfer procedure has been previously established.

**PLEASE TAKE FURTHER NOTICE** that unless you pay the rent in full or vacate the premises **WITHIN THREE (3) DAYS** as required by this Notice, that the undersigned does hereby elect to declare a forfeiture of the subject lease and/or rental agreement and will institute legal proceedings for unlawful detainer against you to recover possession of the premises plus court costs, attorneys’ fees, and penalties, as provided by California law. If your tenancy terminates because of this Notice, you may exercise your right to request an initial move-out inspection and be present at the inspection. Please contact Luke Garvey below to request an initial move out inspection.

**NOTICE FROM THE STATE OF CALIFORNIA:**

If you completed an application for government rental assistance on or before March 31, 2022, you may have protections against eviction. For information about legal resources that may be available to you, visit [lawhelpca.org](http://lawhelpca.org).

Your failure to pay rent as required by this Notice will constitute an Event of Default as that term is defined by lease agreement. As such, the Landlord will pursue any remedies authorized by the Lease Agreement or available under the law.

Please contact me directly at 415-579-1414 or at [luke@collaray.com](mailto:luke@collaray.com) to discuss at your earliest convenience. Thank you for your prompt attention to this matter.

Yours very truly,

*Luke Garvey*

Luke Garvey  
Colla & Ray LLP  
Attorneys for Landlord

**MHF Holding Vier GmbH & Co. KG**

*Landlord(s) / Owner(s) / Creditor(s)*

v.

**Kaila Mwale, Julius Mwale, and any other person in possession**

*Resident(s) / Occupant(s) / Debtor(s)*

**DECLARATION OF SERVICE**

I, Kenya White, state:

I delivered the following documents to Kaila Mwale in Contra Costa County, CA on October 2, 2024 at 6:38 pm at 10 Serenity Lane, Alamo, CA 94507 by posting the documents in a conspicuous place at the premises. Proof Colorado, LLC also mailed these documents to Kaila Mwale to their last known address at 10 Serenity Lane, Alamo, CA 94507 on October 2, 2024.

Three-Day Notice to Pay Rent or Quit  
Three-Day Notice to Cure or Quit

Additional Description:  
Posted onto the gate

Geolocation of Serve: <https://google.com/maps?q=37.8475580477,-121.9671211779>  
Photograph: See Exhibit 1

Total Cost: \$60.00

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA  
THAT THE FACTS HEREIN ARE TRUE AND CORRECT.

Executed in

Contra Costa County,

CA on 10/7/2024.

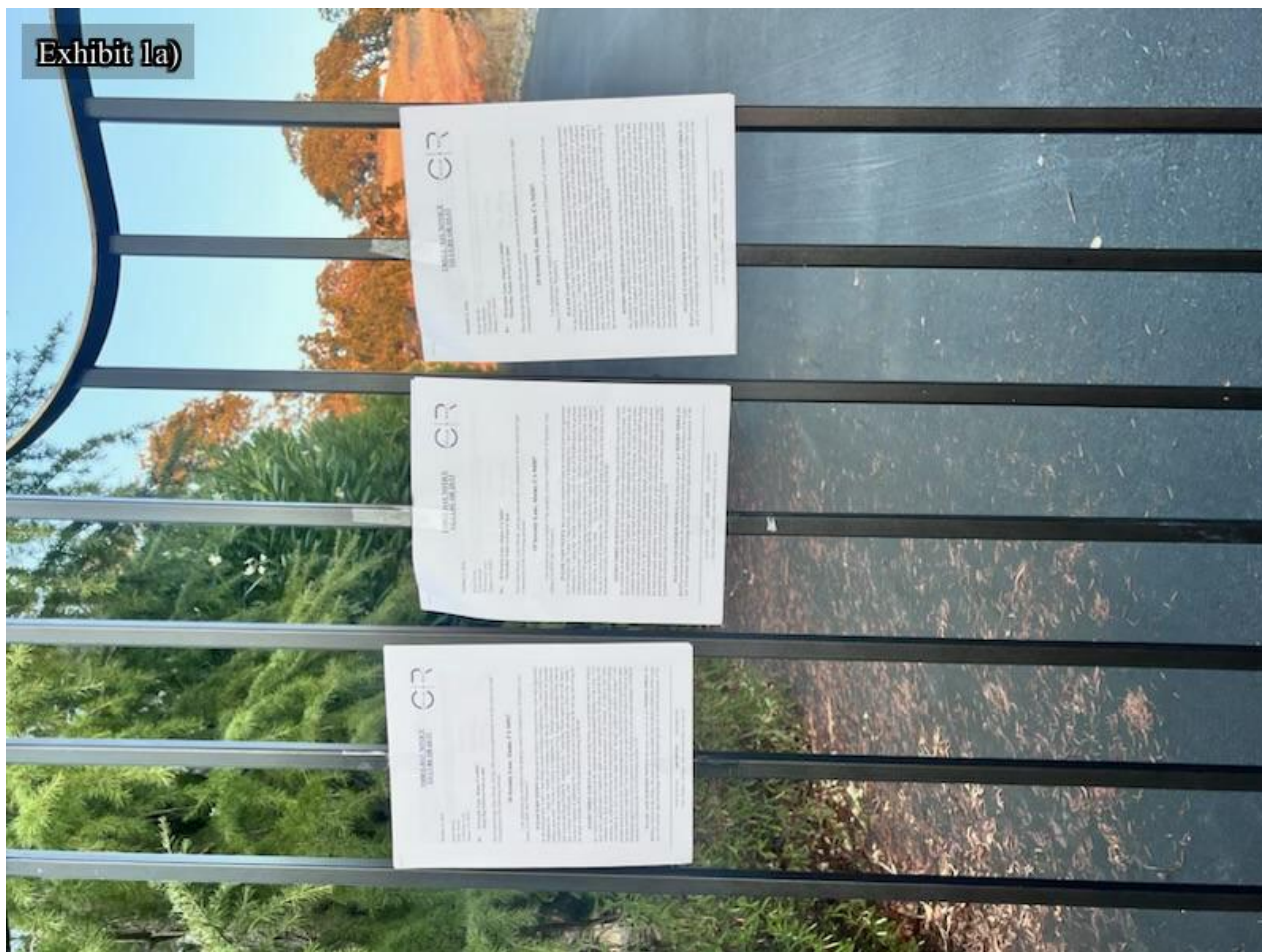
*/s/ Kenya White*

Kenya White - +1 (510) 904-2877

Registration No.: 1750

Registration County: Contra Costa

Exhibit 1a)



**MHF Holding Vier GmbH & Co. KG**

*Landlord(s) / Owner(s) / Creditor(s)*

v.

**Kaila Mwale, Julius Mwale**

*Resident(s) / Occupant(s) / Debtor(s)*

**DECLARATION OF SERVICE**

I, Kenya White, state:

I delivered the following documents to Julius Mwale in Contra Costa County, CA on October 2, 2024 at 6:38 pm at 10 Serenity Lane, Alamo, CA 94507 by posting the documents in a conspicuous place at the premises. Proof Colorado, LLC also mailed these documents to Julius Mwale to their last known address at 10 Serenity Lane, Alamo, CA 94507 on October 2, 2024.

Three-Day Notice to Pay Rent or Quit  
Three-Day Notice to Cure or Quit

Additional Description:  
Posted onto the gate

Geolocation of Serve: <https://google.com/maps?q=37.8475580477,-121.9671211779>  
Photograph: See Exhibit 1

Total Cost: \$60.00

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA  
THAT THE FACTS HEREIN ARE TRUE AND CORRECT.

Executed in

Contra Costa County,

CA on 10/8/2024.

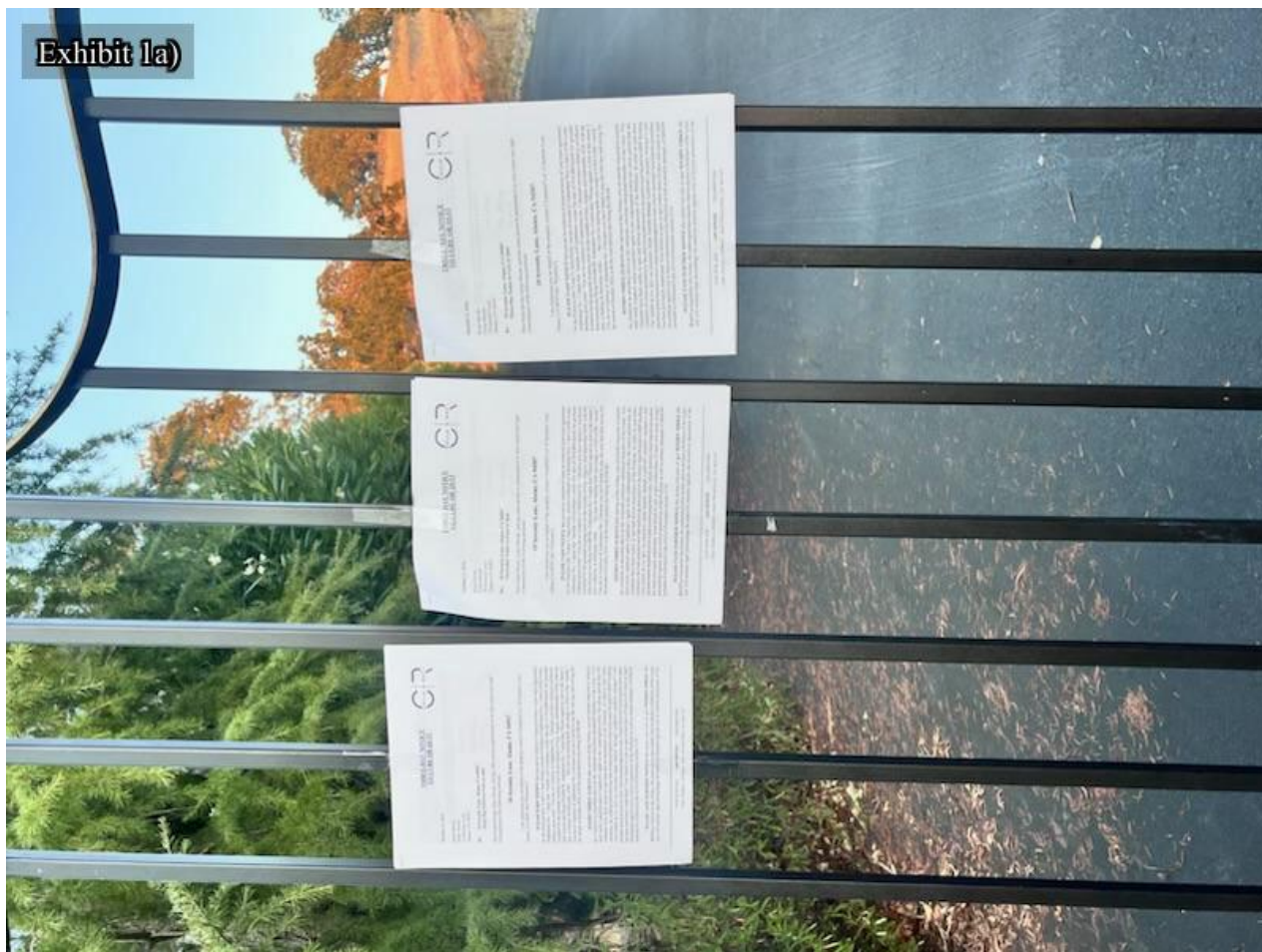
*/s/ Kenya White*

Kenya White - +1 (510) 904-2877

Registration No.: 1750

Registration County: Contra Costa

Exhibit 1a)





**MHF Holding Vier GmbH & Co. KG**

*Landlord(s) / Owner(s) / Creditor(s)*

v.

**Kaila Mwale, Julius Mwale, and any other person in possession**

*Resident(s) / Occupant(s) / Debtor(s)*

**DECLARATION OF SERVICE**

I, Kenya White, state:

I delivered the following documents to ALL UNNAMED OCCUPANTS PURSUANT TO C.C.P. § 415.46 in Contra Costa County, CA on October 2, 2024 at 6:38 pm at 10 Serenity Lane, Alamo, CA 94507 by posting the documents in a conspicuous place at the premises. Proof Colorado, LLC also mailed these documents to ALL UNNAMED OCCUPANTS PURSUANT TO C.C.P. § 415.46 to their last known address at 10 Serenity Lane, Alamo, CA 94507 on October 3, 2024.

Three-Day Notice to Pay Rent or Quit

Three-Day Notice to Cure or Quit

Additional Description:

Posted onto the gate

Geolocation of Serve: <https://google.com/maps?q=37.8475580477,-121.9671211779>

Photograph: See Exhibit 1

Total Cost: \$60.00

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA THAT THE FACTS HEREIN ARE TRUE AND CORRECT.

Executed in

Contra Costa County,

CA on 10/7/2024.

*/s/ Kenya White*

\_\_\_\_\_  
Kenya White - +1 (510) 904-2877

Registration No.: 1750

Registration County: Contra Costa

Exhibit 1a)



# **Exhibit C**

**THREE-DAY NOTICE**  
**TO CURE OR QUIT**



**October 2, 2024**

Kaila Mwale  
Julius Mwale  
10 Serenity Lane  
Alamo, CA 94507

**Re: 10 Serenity Lane, Alamo, CA 94507**  
**Three-Day Notice to Cure or Quit**

Dear Kaila Mwale, Julius Mwale, and any other person in possession of or who claims any right of possession of the following premises:

**10 Serenity Lane, Alamo, CA 94507**

I am contacting you on behalf of the property owners ("Landlord") of 10 Serenity Lane, Alamo, CA 94507 (the "Premises").

**PLEASE TAKE NOTICE** that you are in violation of material terms of your lease agreement for the Premises (the "Lease"). Specifically, you are in breach of Addendum Nos. 1 and 2 of the Lease. Addendum No. 1 states that "tenants will reimburse owner flat rate of \$10,000/month for grounds keeping gross costs." You are in violation of Addendum No. 1 because you have failed to reimburse Landlord for the grounds keeping costs for the months of July, August, and September 2024, with the total amount due being \$30,000.00. Addendum No. 2 states that "Owner agrees to rent to the tenant 2 cars, a Bentley & Mercedes AMG . . . The cost for sharing both cars usage is USD 4,500 / month." You are in violation of Addendum No. 2 because you have failed to pay the rent due and owing for the month of October 2024, with the total amount due being \$4,500.00.

**WITHIN THREE (3) DAYS** after service of this Notice, you are hereby required to remedy the violations as described above as the violations constitute substantial breaches of the Lease. You shall notify Landlord and/or Landlord's agent or the undersigned within the notice period that the violations have been cured, or quit and deliver possession of the Premises. In order to cure these violations, the total amounts now due and owing and stated in this notice must be paid to MHF Holding Vier GmbH & Co. KG via electronic funds transfer through Landlord's property manager's rent payment portal located at [www.vesta-assetmanagement.com](http://www.vesta-assetmanagement.com), which electronic fund transfer procedure has been previously established. Your failure to cure or quit within three (3) days will result in legal proceedings against you to recover possession of the Premises as well as penalty damages of \$600.00 pursuant to California Code of Civil Procedure section 1174.

**PLEASE TATE FURTHER NOTICE** that unless you cure or quit **WITHIN THREE (3) DAYS** as required by this Notice, the undersigned does hereby elect to declare a forfeiture of the Lease and will institute legal proceedings for unlawful detainer against you to recover possession of the

Premises, plus court costs, attorneys' fees, and penalties as provided by California law. If your tenancy terminates because of this Notice, you may exercise your right to request an initial move-out inspection and be present at the inspection. Please contact Landlord's agent or the undersigned to request an initial move-out inspection.

Please contact me directly at 415-579-1414 or at [luke@collaray.com](mailto:luke@collaray.com) to discuss at your earliest convenience. Thank you for your prompt attention to this matter.

Yours very truly,

*Luke Garvey*

Luke Garvey  
Colla & Ray LLP  
Attorneys for Landlord

**MHF Holding Vier GmbH & Co. KG**

*Landlord(s) / Owner(s) / Creditor(s)*

v.

**Kaila Mwale, Julius Mwale, and any other person in possession**

*Resident(s) / Occupant(s) / Debtor(s)*

**DECLARATION OF SERVICE**

I, Kenya White, state:

I delivered the following documents to Kaila Mwale in Contra Costa County, CA on October 2, 2024 at 6:38 pm at 10 Serenity Lane, Alamo, CA 94507 by posting the documents in a conspicuous place at the premises. Proof Colorado, LLC also mailed these documents to Kaila Mwale to their last known address at 10 Serenity Lane, Alamo, CA 94507 on October 2, 2024.

Three-Day Notice to Pay Rent or Quit  
Three-Day Notice to Cure or Quit

Additional Description:  
Posted onto the gate

Geolocation of Serve: <https://google.com/maps?q=37.8475580477,-121.9671211779>  
Photograph: See Exhibit 1

Total Cost: \$60.00

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA  
THAT THE FACTS HEREIN ARE TRUE AND CORRECT.

Executed in

Contra Costa County,

CA on 10/7/2024.

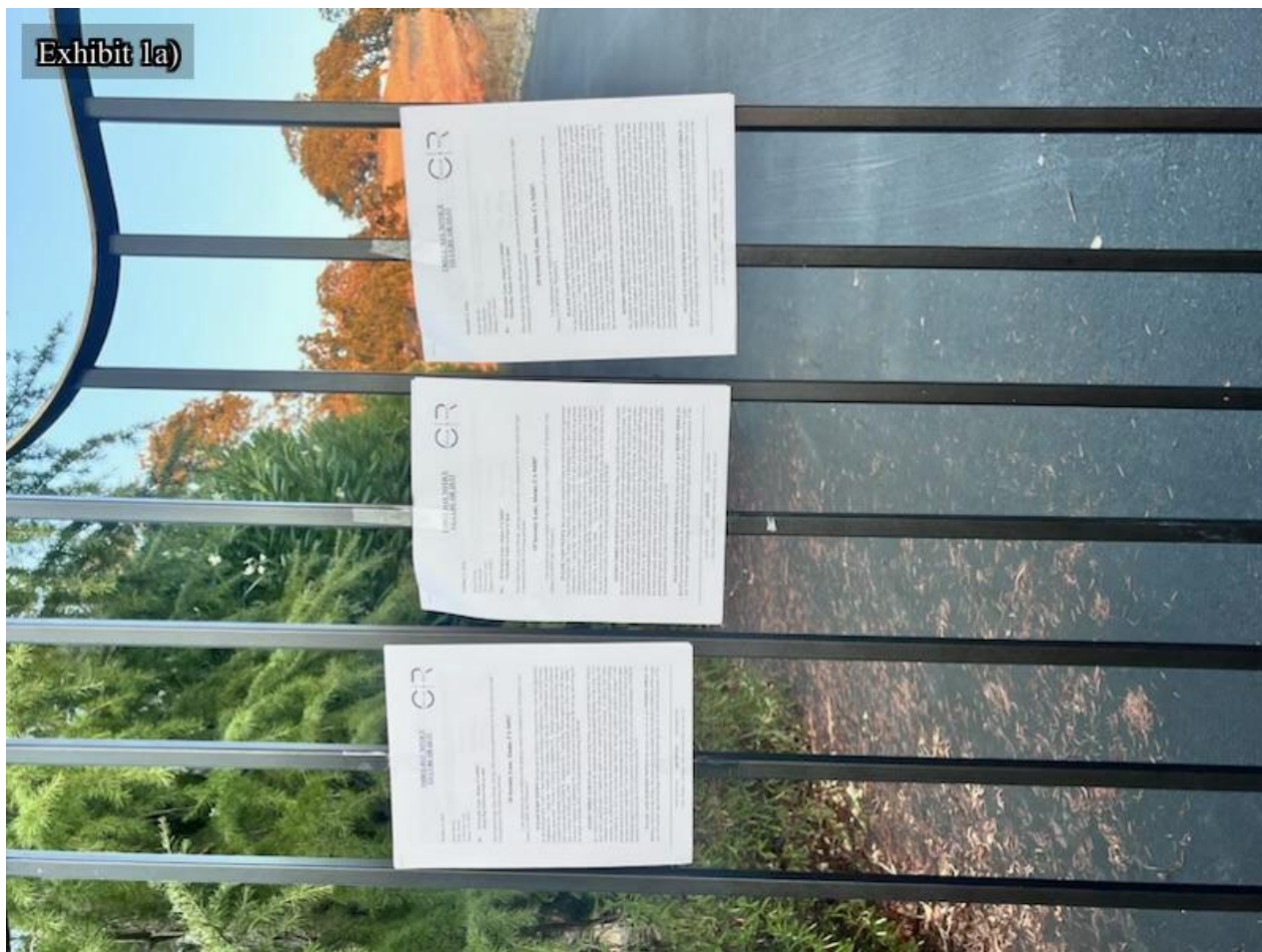
*/s/ Kenya White*

Kenya White - +1 (510) 904-2877

Registration No.: 1750

Registration County: Contra Costa

Exhibit 1a)



**MHF Holding Vier GmbH & Co. KG**

*Landlord(s) / Owner(s) / Creditor(s)*

v.

**Kaila Mwale, Julius Mwale**

*Resident(s) / Occupant(s) / Debtor(s)*

**DECLARATION OF SERVICE**

I, Kenya White, state:

I delivered the following documents to Julius Mwale in Contra Costa County, CA on October 2, 2024 at 6:38 pm at 10 Serenity Lane, Alamo, CA 94507 by posting the documents in a conspicuous place at the premises. Proof Colorado, LLC also mailed these documents to Julius Mwale to their last known address at 10 Serenity Lane, Alamo, CA 94507 on October 2, 2024.

Three-Day Notice to Pay Rent or Quit  
Three-Day Notice to Cure or Quit

Additional Description:  
Posted onto the gate

Geolocation of Serve: <https://google.com/maps?q=37.8475580477,-121.9671211779>  
Photograph: See Exhibit 1

Total Cost: \$60.00

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA  
THAT THE FACTS HEREIN ARE TRUE AND CORRECT.

Executed in

Contra Costa County,

CA on 10/8/2024.

*/s/ Kenya White*

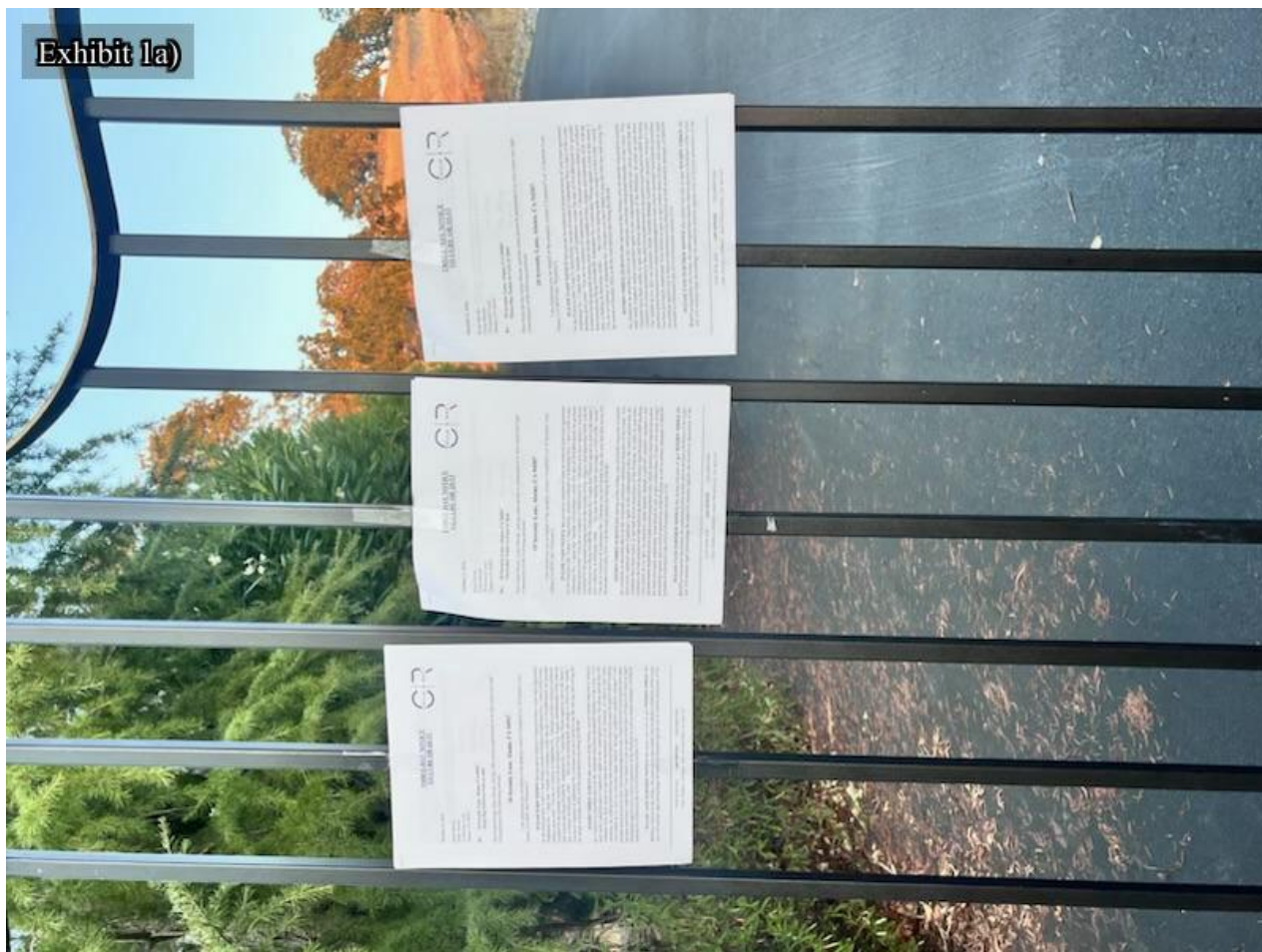
Kenya White - +1 (510) 904-2877

Registration No.: 1750

Registration County: Contra Costa



Exhibit 1a)



**MHF Holding Vier GmbH & Co. KG**

*Landlord(s) / Owner(s) / Creditor(s)*

v.

**Kaila Mwale, Julius Mwale, and any other person in possession**

*Resident(s) / Occupant(s) / Debtor(s)*

**DECLARATION OF SERVICE**

I, Kenya White, state:

I delivered the following documents to ALL UNNAMED OCCUPANTS PURSUANT TO C.C.P. § 415.46 in Contra Costa County, CA on October 2, 2024 at 6:38 pm at 10 Serenity Lane, Alamo, CA 94507 by posting the documents in a conspicuous place at the premises. Proof Colorado, LLC also mailed these documents to ALL UNNAMED OCCUPANTS PURSUANT TO C.C.P. § 415.46 to their last known address at 10 Serenity Lane, Alamo, CA 94507 on October 3, 2024.

Three-Day Notice to Pay Rent or Quit  
Three-Day Notice to Cure or Quit

Additional Description:  
Posted onto the gate

Geolocation of Serve: <https://google.com/maps?q=37.8475580477,-121.9671211779>  
Photograph: See Exhibit 1

Total Cost: \$60.00

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA THAT THE FACTS HEREIN ARE TRUE AND CORRECT.

Executed in

Contra Costa County,

CA on 10/7/2024.

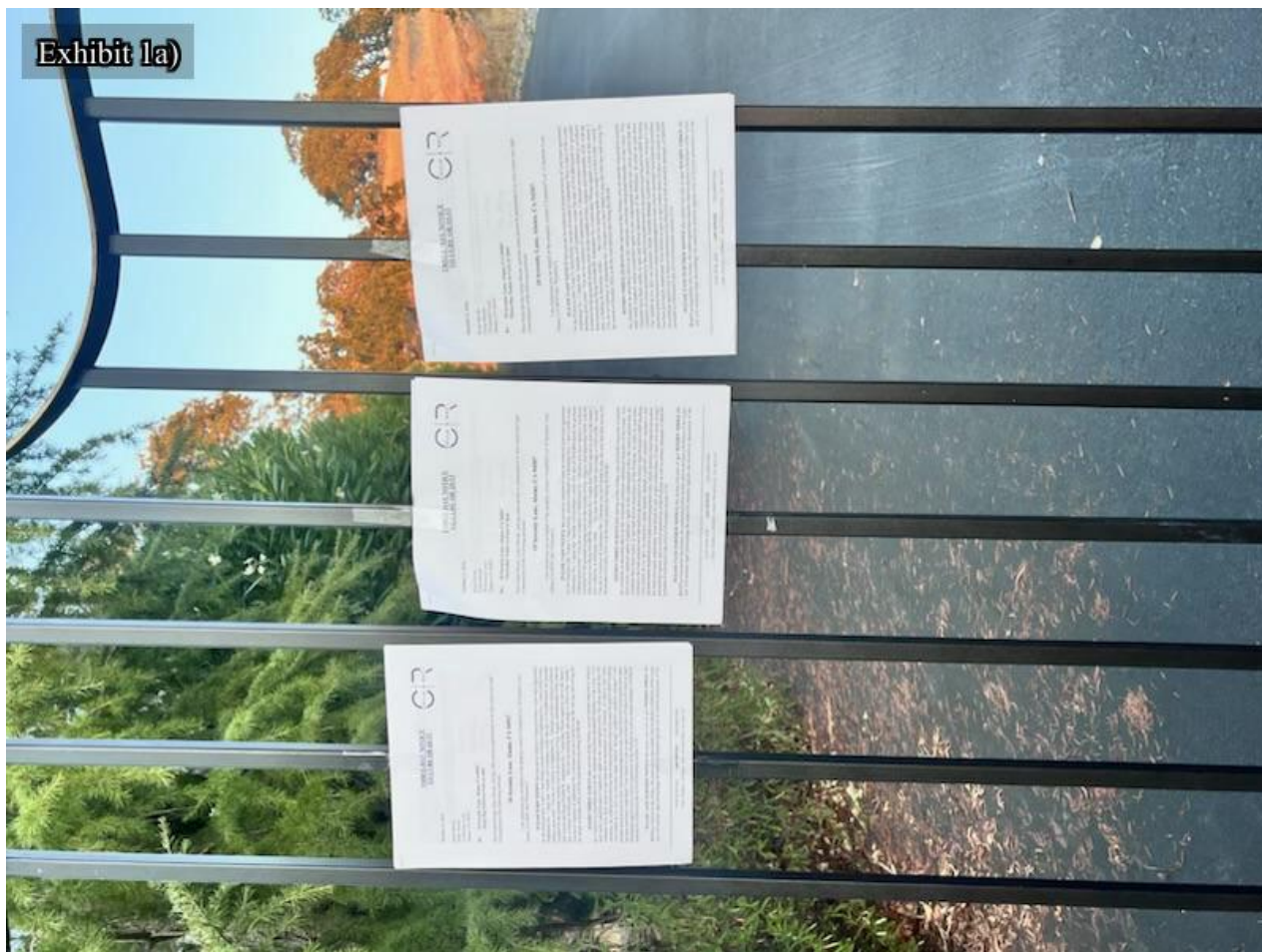
*/s/ Kenya White*

\_\_\_\_\_  
Kenya White - +1 (510) 904-2877

Registration No.: 1750

Registration County: Contra Costa

Exhibit 1a)



## eSignature Details

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<b>Signer ID:</b>	<b>184J1FXNhdbpeKJMV8bnnvkj</b>
Signed by:	Ralf Bachfischer
Sent to email:	R.Bachfischer@mhf-vv.com
IP Address:	94.31.105.215
Signed at:	Nov 4 2024, 1:53 pm PST